

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. W912CH-07-R-A508	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-May-2007	PAGE OF PAGES 1 OF 22
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. W912CH-07-C-L507		5. REQUISITION/PURCHASE REQUEST NO. IMADPW01107		6. PROJECT NO.	
7. ISSUED BY TACOM LCMC 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX:		CODE W912CH	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE U.S. ARMY TACOM AMSTA-AQ-ABRB/322 REYNOLD MIRABITUR/586-574-7030 MIRABIR@TACOM.ARMY.MIL WARREN MI 48397-5000 TEL: FAX:		W912CH
9. FOR INFORMATION CALL:	A. NAME REYNOLD MIRABITUR		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (586) 574-7030		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> See attached Scope of Work for the project entitled "Electrical Upgrade in Telecommunication Closets", page 5 of this solicitation. Per FAR Part 36.204, you are hereby notified that the magnitude of this construction is between \$25,000.00 and \$100,000.00. General Decision Number M070082, dated 04/13/2007 NOTE: The Contractor shall be responsible for paying the wages outlined in the attached Wage Determination for all work performed under this contract.					
11. The Contractor shall begin performance within <u>7</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> <i>(hour)</i> local time <u>27 Apr 2007</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> A/B ELECTRICAL & GENERAL CONTRACTING RAFAEL LOPEZ 7144 MICHIGAN AVE. DETROIT MI 48210					15. TELEPHONE NO. <i>(Include area code)</i> 313-849-4186 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14				
CODE 1MV/N3		FACILITY CODE 1MV/N3							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)									
AMOUNTS		SEE SCHEDULE OF PRICES							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">SEE SCHEDULE</div>									
22. AMOUNT \$72,917.88		23. ACCOUNTING AND APPROPRIATION DATA See Schedule							
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)			
26. ADMINISTERED BY				CODE		27. PAYMENT WILL BE MADE BY:			
See Item 7									
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> RAFAEL H. Lopez - President					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> FRAN DOLATA / CONTRACTING OFFICER TEL: (586) 574-7144 EMAIL: dolataf@taacom.army.mil				
30B. SIGNATURE 			30C. DATE 02-MAY-2007		31B. UNITED STATES OF AMERICA BY:			31C. AWARD DATE 02-May-2007	

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT FORM
SOLICITATION/CONTRACT FORM

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		72,917.88	Dollars, U.S.	\$1.00	\$72,917.88

ELECTRICAL UPGRADE

FFP

Performance Period is 120 Days after the Notice to Proceed.

Bonds are NOT required for this order.

FOB: Destination

PURCHASE REQUEST NUMBER: IMADPW01107

NET AMT

\$72,917.88

ACRN AA

CIN: IMADPW011070001

\$72,917.88

Section C - Descriptions and Specifications

DESCRIPTION/SPECIFICATIONS**ELECTRICAL UPGRADE IN
TELECOMMUNICATION CLOSETS****3/15/2007****1.0. GENERAL**

The Contractor shall design and provide all labor and material to perform the work identified in the attached spreadsheet and the following paragraphs:

2.0. SCOPE OF WORK

- 2.1. All existing 120 volt duplex outlets identified in the spreadsheet for demolition shall be removed (wires and conduits) back to its electrical Panel or Junction Box, and its Breaker turned Off (if not in use at other locations).
- 2.2. Install NEMA 6-20R receptacles in Wiring Closets identified in spreadsheet. Coordinate with DOIM for exact locations in the Wiring Closet.
- 2.3. All new wiring shall be in conduit (EMT) sized as per NEC2005. Connectors and couplings for conduits shall be screw type. All wires shall be copper, stranded, type THHN, minimum size 12 AWG at 600volts.
- 2.4. All Breakers, Panels installed shall be rated for min. 22 K.A.I.C. New Breakers installed in existing Panels shall be the same nomenclature as the existing.
- 2.5. All exposed conduits, J-Boxes, wall surfaces, and other related support items shall be painted to match the existing finish in the area.
- 2.6. All new Panels, Transformers (new & relocated) shall be installed to provide the minimum access space as required by NEC2005.
- 2.7. Balance the loads in new electrical panel installed. Do not overload (as per NEC) any circuit breaker utilized in this project.
- 2.8. Label new Panels, and Breakers installed to identify the new Outlets.
- 2.9. Contractor shall furnish, install and connect all equipment grounds in strict accordance with the requirements of the NEC2005, whether or not specified herein.

3.0. SAFETY, SECURITY, AND ENVIRONMENTAL REGULATIONS.

- 3.1. Contractor shall submit a construction schedule and be willing to perform the work after business hours (6:30PM to 5:30AM) and weekends if the work interferes or disturbs other areas. Power shutdown shall be arranged two weeks in advance and coordinated with the Office of Facility Engineering and shall be scheduled only during weekends and/or holidays.
- 3.2. The demolition work shall be performed in a safe manner and minimize disturbance & disruption of the on-going use of the adjacent areas. Contractor shall provide dust partition (if needed) to prevent migration of dust to the adjacent areas.

- 3.3. The contractor shall coordinate the work with other trades and the Contracting officer/Facility Engineering Office of TACOM.
- 3.4. Contractor shall comply with all building codes, OSHA, and Safety regulations enforced at Detroit Arsenal.
- 3.5. Contractor shall obtain necessary certifications and permits when welding/burning is involved at the worksite.
- 3.6. Contractor shall provide adequate copies of MSDS documents when any hazardous material is brought to the work site for storing or incorporation in the construction process. Comply with applicable regulations regarding VOC (volatile organic compound) contents of materials used.
- 3.7. Contractor shall be responsible for employing EPA mandated techniques, and appropriately certified personnel when Lead and/or Asbestos is encountered during the construction phase of this project. Contact Detroit Arsenal, Environmental Office for information. Instructions in NEPA checklist, issued by DPW, shall be part of this SOW.

New Outlets in Wiring Closets

Priority No.	Wiring Closet	Building/Room No.	Electrical Requirements
1	14	229, first floor	Install 4 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet from Panel RP1F and/or Panel RP1E located in the Electrical Room. Demolish 2ea. existing 120 volt duplex outlets in the Wiring Closet (WC).
2	2	230, first floor	Install 2 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet from Panel LP3-W1 located outside the Wiring Closet.
3	16	229, third floor	Install 4 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel RP3C sub-panel located in the electrical room. Demolish 6ea. existing 120 volt duplex outlets in the Wiring Closet.
4	4	230, second floor	Install 6 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel LP17W2 located outside the Wiring Closet. Demolish 4ea. existing 120 volt duplex outlets in the Wiring Closet.
5	5	210, in Mechanical room.	Install 2 ea. 220 volt, 20 Amp outlets served by a dedicated 240 volt, 20 A, 2-pole Breaker per outlet, from the electrical Panel (RP139) located outside the WC.
6	10	231, first floor	Install 2 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet. Use Panel RP1F in electrical room. Demolish 1ea. existing 120 volt duplex outlets in Wiring Closet.
7	11	231, second floor	Install a 25 kVA 480/208 transformer (in Electrical Room) feed a new 70 A (MLO) Electrical Panel. The new Transformer shall be fed from a new 40 A. 3-pole Breaker Lighting Panel LP2B. Install 4 ea. 220 volt (2-pole), 20 A. outlets from a dedicated Breaker in the new Electrical Panel for each outlet. Demolish 2ea. existing 120 volt duplex outlets in the Wiring Closet.
8	13	231, fourth floor	Install a 12 circuit sub panel to Panel RP4C. Transfer circuits (as needed) from RP4C to Sub Panel and install a 60 A. main Breaker for Sub Panel in RP2C. Install 4 ea. 220 volt, 20 A. outlets from a dedicated Breaker in Sub Panel for each outlet. Relocate existing Transformer TX4C to the center of floor to provide NEC required access to electrical Panels. Demolish 2ea. existing 120 volt duplex outlets in the

			Wiring Closet.
9	17	229, fourth floor	Install 4 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel LP4E located in the electrical room. Demolish 3ea. existing 120 volt duplex outlets in the Wiring Closet.
10	19	200C, room 1010C	Demolish existing 2 ea. Duplex 120 volt outlets. Install 4 e 220 volt, 20 A outlets served by a dedicated 20 A, 2-pole Breaker circuit for each Outlet from Panel LAP-AP 2 located outside the Wiring Closet.
11	3	230, second floor	Install 4 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel RP255E located outside the Wiring Closet.
12	12	231, third floor	Install 4 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel RP3C located in the electrical room. Relocate existing transformer TX3C to center of floor to provide NEC required access to Electrical Panels. Demolish 1ea. existing 120 volt duplex outlets.
13	15	229, second floor	Install a 25 kVA 480/208 transformer (in Electrical Room) feed a new 70 A (MLO) Electrical Panel. The new Transformer shall be fed from a new 40 A. 3-pole Breaker Lighting Panel LP2B. Install 4 ea. 220 volt (2-pole), 20 A. outlets from a dedicated Breaker in the new Electrical Panel for each outlet. Demolish 2ea. existing 120 volt duplex outlets in the Wiring Closet.
14	21	200D, Garage Area	Install 2 ea. 220 volt, 20 Amp outlets served by a dedicated 220 volt, 20 A, 2-pole Breaker per outlet. The electrical Panel (Panel 2) for this WC is located outside the WC.
15	22	200A, Across from room 1175A(TARDEC Distribution)	Install 6 ea. 220 volt, 20 A. outlets from a dedicated Break for each outlet, from Panel RP1A & RP1B located on the Eastside wall of the X-Lot Lobby.
16	23	200A, room 2175A	Demolish existing 6 ea. Duplex 120 volt outlets. Install 4 e 240 volt, 20 A outlets served by a dedicated 220 volt, 20 A 2-pole Breaker circuit for each Outlet from Panel RP2 in the Wiring Closet and/or Panel PL2K5 located outside Wiring Closet.

17	24	215, Computer Room	Install 2 ea. 220 volt, 20 Amp outlets served by a dedicated 220 volt, 20 A, 2-pole Breaker per outlet. The electrical Panel for this WC is located on the outside of the West wall. Install a 12 circuit sub panel to Panel B. Transfer circuits (needed) from B to Sub Panel and install a 60 A. main Breaker for Sub Panel in Panel B. Demolish 2ea. existing 120 volt duplex outlets in Wiring Closet.
18	25	212, Dr. Bryzik Office	Demolish existing Duplex for the WCM Switch. Install 2 ea. 220 volt, 20 Amp Outlets served by a dedicated 220 volt, 20 A, 2-pole Breaker per outlet from Electrical Panel on the West wall in Hallway.
19	26	201, In Break Room	Install 2 ea. 220 volt, 20 Amp outlets served by a dedicated 220 volt, 20 A, 2-pole Breaker per outlet. The electrical Panel for this WC is located in the office of Mr. Brian Hornbeck.
20	34	252, by Pay-phone	Install an eight circuit sub panel to the existing electrical Panel at Main Entrance. Transfer existing circuits from existing electrical Panel and install a 60 A. main Breaker in existing Electrical Panel. Install 1 ea. 220 volt, 2-pole, 20 A outlet in the Wiring Closet fed from the new Sub Panel.
21	20	200A, room 1201	Install 2 ea. 220 volt, 20 Amp Outlets served by a dedicated 220 volt, 20 A, 2-pole Breaker per outlet. Spare circuits are available in Panel RP1C and RP1D located on the East side Wall of X-Lot Lobby.

IMPORTANT- ALL CONTRACTOR PERSONNEL WORKING ON-SITE SHALL BE UNITED STATES CITIZENS.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

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52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting

Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	04-SEP-2007	72,917.88	U.S. ARMY TACOM TACOM WARREN SEE SCHEDULE WARREN MI 48397-5000 FOB: Destination	W912CH

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the

clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**CONTRACT ADMINISTRATION DATA**

CONTRACT/DELIVERY ORDER ADMINISTRATION:

Administration of this contract shall be retained by the office of the Contracting Officer whose signature appears in Block 31 (b), page 2 of this contract. Administration of this contract will be performed by the Contracting Officer or by a Contracting Officers Representative (COR) to be appointed by letter at a later date. Changes waivers, or deviations shall not be effective without execution of a modification by the Contracting Officer authorizing such changes, waivers, or deviations.

ELECTRONICALLY SUBMIT INVOICES TO: CONTRACTINVOICE@tacom.army.mil

PAYMENT WILL BE MADE ELECTRONICALLY BY:

DFAS-Columbus
DFAS-JAIQBAC-CO
Attn: St. Louis
PO BOX 182307
Columbus, OH 43218-2307

CONTRACTING OFFICER:

Contracting Officer:
Frances Dolata
AMSTA-AQ-ASRB
PH# (586) 574-7041
e-mail: dolataf@tacom.army.mil

CONTRACT SPECIALIST:

Reynold Mirabatur
AMSTA-AQ-ASRB
PH# (586) 574-7144
e-mail: mirabitr@tacom.army.mil

CONSTRUCTION REPRESENTATIVE/
PERFORMANCE CERTIFIER:

Leroy C. Proszkowski
IMNW-MIG-PWF
PH# (586) 574-5182
e-mail: proszkol@tacom.army.mil

PROJECT ENGINEER:

Mohammed Ikram
IMNW-MIG-PWF
PH# (586) 574-5182
e-mail: ikramm@tacom.army.mil

ACCOUNTING AND APPROPRIATION DATA

AA: 217202000007B5B5AH13207853X42540G4DCF35011DPW01107012167

AMOUNT: \$72,917.88

CIN IMADPW011070001: \$72,917.88

Section H - Special Contract Requirements

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52.200-4014 RETENTION OF RECORDS

All reports, records and documentation, including, but not limited to, historical data, software, operating instructions, and training instructions generated in connection with the performance of the work herein are the property of the Government and shall remain at the appropriate installation (i.e., Detroit Arsenal and/or USAGS) with unlimited rights. These shall be made available to the Contracting Officer or his designee for inspection. Contractor shall furnish copies upon request.

52.232-4000

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.243-4	Changes	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.232-4004

PROMPT PAYMENT (INVOICES)

(JUNE 2000)

1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.

2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.

3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

 X CONTRACTINVOICE@tacom.army.mil OR

 the administrator at the address on the face page of this contract

(If none of these is checked, send it to the first address:

CONTRACTINVOICE@tacom.army.mil)

4. A proper invoice must include the following items:

- (a) Name and address of the Contractor
- (b) Invoice date
- (c) Order number or other authorization for supplies delivered or services performed (including order number and **contract line item number** CLIN)

- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
- (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
- (g) **Tax payer ID number.**
- (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:

- (a) A proper invoice was received by the designated billing office
- (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
- (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

STATE AND LOCAL TAX (DEC 1988)

As a general rule, purchases made by the Government itself are exempt from state and local sales and use tax. For example, the "Michigan Statutes annotated-----1978 Revision of vol 6, paragraph 6, General Article 7.525" specifically exempts from taxation the united states and its instrumentalities.

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Michigan District Office
477 Michigan Avenue, Room 515
McNamara Federal Building
Detroit, MI 48226

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)